

2491

COPY

CONTRACT PROPOSAL
BETWEEN
THE CITY OF NORTHFIELD
AND
NORTHFIELD PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL UNION # 2364
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO, CLC
FOR THE YEARS 1989 AND 1990

1991-1992-1993-1994

May 31, 1993

The below sign parties representing the City of Northfield and the IAFF Local 2364 here by agree to the following changes in the contract between the parties for the years of 1993 and 1994.

1. 4.5% Increase in all base Salary grades in 1993 and 5.5% Increase in all base Salary grades in 1994.
2. \$1,200.00 dollar EMT incentive payed in 1993 and \$1,250.00 dollar EMT incentive payed in 1994
3. All other Articles and benefits remain unchanged.

Signed: *Richard T. Gerber*
Richard T. Gerber, Fire Chairman

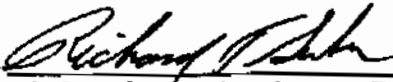
Signed: *Leon Delcher*
Leon Delcher, Pres. IAFF Local 2364

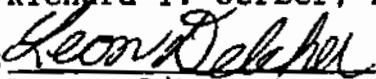
Signed: *James Marsh*
James Marsh, IAFF Local 2364

June 6, 1991

The below sign parties representing The City of Northfield and the IAFF Local 2364 here by agree to the following changes in the contract between the parties for the years of 1991 and 1992.

1. 5.5% Increase in all Base Salary grades in 1991 and 5.5% Increase in all Base Salary grades in 1992
2. \$1000.00 dollar EMT incentive payed annually, in both 1991 and 1992.
3. 10 Days added to the 65 days at retirement, for a total of 75 days. Article Eight A.3.

Signed: 
Richard T. Gerber, Fire Chairman

Signed: 
Leon Delcher, Pres. IAFF Local 2364

Signed: 
Jim Marsh, IAFF Local 2364

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1989
by and between the City of Northfield, in the County of Atlantic, a Municipal
Corporation of the State of New Jersey, hereinafter referred to as the City
and the Northfield Professional Fire Fighters Association, Local Union #2364
IAFF AFL-CIO, CLC, hereinafter referred to as the Union, represents the
complete and final understanding on all bargainable issues between the City
and the Union, hereinafter collectively referred to as the Parties.

ARTICLE TWO

Grievance Procedure

2.1 The City recognizes the rights of the paid fire fighters of the City of Northfield as members of the Union to bargain collectively through representatives of their own choosing and recognizes the Union as the sole and exclusive representative and bargaining agent for the bargaining unit covered by this Agreement consisting of all the uniformed paid fire personnel within the Fire Department of the City of Northfield, excluding the Assistant Chief (paid) of the department and any other management personnel whose positions may hereafter be filled or which may hereafter be created.

2.2 The City and the Union agree that the Union has the right to negotiate in accordance with the law as to rates of pay, fringe benefits, working conditions, and procedures for adjustment of disputes and grievances as provided herein. The Union and the collective bargaining employees agree that the City, subject to the requirements of law, has the right to manage and direct the collective bargaining work force inclusive of but not limited to the right to hire and the right to discipline or discharge subject to the applicable provisions of this Agreement, the right to decide employee qualifications; the right to lay off for lack of work, budgetary restraints or other lawful reasons; the right to discontinue jobs; the right to make rules and regulations governing conduct and safety; the right to determine reasonable schedules consistent with the applicable provisions of the Federal Fair Labor Standards Act and any other applicable rule or regulations, and the right to determine the methods and processes of operation in the interest of the proper service and conduct of its business. The right of governing discipline or discharge and the right to make rules and regulations governing

conduct and safety shall include, but not be limited to the right to take appropriate disciplinary action against any employee using alcoholic beverages, controlled dangerous substances or hallucinogenic drugs, while using City property or equipment, or during working hours. Nothing contained in this Agreement shall, however, limit the Union's right to invoke the provisions of Article 3 of this Agreement in the event of the unreasonable exercise by the City of the rights set forth within this Article or any other right available to the City.

2.3 Definition - Grievance, as the term is used herein, means any dispute or controversy between the parties or members thereof arising out of interpretations of or adherence to the specific terms of this Agreement or any City policy or administrative determination which, by action or inaction violates any express right granted by this Agreement.

2.4 Initial Endeavor To Settle - Should any question or grievance arise between the parties hereto involving the interpretation of or compliance with the terms of this Agreement, the Parties agree that every effort shall be made to settle the grievance in the most simple and direct manner. This should be through direct contact between the Union employee, his shop steward, and his immediate supervisor; or (2) by the direct contact between the Union employee, the shop steward, the immediate supervisor and the department head. Reasonable efforts shall be made to resolve the issue at Level 1 before proceeding to level 2.

2.5 Formal Grievance - The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement which have not been resolved pursuant to Section 2.4 of this

Article, and this method shall be followed in its entirety unless any step is waived by mutual consent of the parties.

Step 1 - All formal grievances by paid uniformed fire fighters and/or the Union and all formal responses to same by the City shall be in writing.

The Union shall appoint a Grievance Committee, hereinafter referred to as the "Committee", and the Committee shall receive, screen and process all grievances within ten (10) days of receipt. The processing of grievances shall take place without discrimination.

Within thirty (30) days after the occurrence of the event, incident, action or inaction which constitutes the basis of the grievance, the aggrieved employee individually and/or the Union shall institute an action in writing setting forth the basis of the grievance, the term or terms of this Agreement allegedly violated, and the injury, harm or other impact or effect upon the employee. The written grievance shall set forth these matters in detail and with specificity.

The City shall not be obligated to make any adjustments of any grievance which has not been filed in writing within the thirty (30) day time period specified within this section. This time period shall be effective regardless of whether the employee has pursued the matter before the Union committee referred to in this Article. The time period may, however, be waived upon mutual consent of both parties confirmed in writing.

The Assistant Chief (paid) shall render a decision in writing within ten (10) days after receipt of the written grievance from the employee. This time period may be extended only by mutual consent of the parties confirmed in writing. In the event the employees and/or the Union is not

satisfied with the decision of the Assistant Chief (paid) and the grievance has not been resolved, within ten (10) days following the date of the decision rendered by the Assistant Chief (paid), a formal written grievance shall be filed by the aggrieved employee and/or the Union and shall be served upon the Assistant Chief (paid) and a representative of the Union. Within thirty (30) days following receipt of this formal grievance by the Chief and Assistant Chief (paid) and two (2) representatives designated by the Union shall meet and shall render a decision in writing within fifteen (15) days following conclusion of the committee meeting. In the event the decision of the committee is not unanimous, the decision of three (3) members shall control.

Step 2 - If the grievance has not been resolved as a result of a Step 1 proceeding as hereinbefore set forth, then within ten (10) days of receipt of the decision in writing by the Committee, the grieving party shall submit the grievance formally in writing to the Council Chairman of the Northfield City Fire Committee, or his designee, who shall be permitted to conduct such hearings and take such informational testimony as he deems appropriate and shall render a decision in writing within fifteen (15) days upon submission of the written grievance.

Step 3 - Arbitration. If the grievance has not been settled after exhausting the preceding steps in the grievance process, and in the further event the grievance alleges a misinterpretation, misapplication or lack of adherence to the specific and express written terms of this Agreement, then and only then the matter may be referred by either party to impartial arbitration administered in accordance with the rules and regulations of the Public Employment Relations Commission (PERC).

No grievance shall be referred to arbitration unless the party seeking impartial arbitration shall have filed with PERC and shall have served a copy of the filing upon the other party to this Agreement within ten (10) days after the date of determination by the City Council Chairman referred to in the preceding section or within ten (10) days following the last date on which the decision in writing was to have been rendered by the City Council Chairman of the Department. Failure to file for arbitration within the specified time period unless waived by mutual agreement of the parties in writing, shall be an absolute bar to arbitration of the grievance.

In the event of arbitration of a grievance, the arbitrator shall be selected pursuant to the rules and regulations of the PERC of the State of New Jersey as may then be in effect and pertinent thereto. Any arbitrator(s) shall be bound by the terms, conditions and provisions of this Agreement and shall be restricted to the application of the facts presented to him in the grievance. The arbitrator shall not have the authority to add to, modify, detract or alter in any way the provisions of this Agreement or any amendment or supplement thereto. It is further agreed that no arbitrator shall decide two (2) or more grievances pertaining to the City at any one time without the consent in writing of both the Union and the City.

The arbitrator(s) shall render his (their) award in writing which decision shall be final and binding upon all parties. The costs of the arbitrator's fee shall be borne by the party losing the arbitration. Each party shall be responsible for payment of all other costs and fees related to the dispute.

2.6 Extensions and Modification - Any time period specified within this Article may be extended by mutual agreement among the parties, evidenced

in writing. In addition, in the event of physical or mental incapacity of the person seeking to file the grievance which physical or mental incapacity is confirmed in writing within the initial time limit specified and shall be verified by a medical report, the time for filing the grievance shall be extended through the period of physical or mental incapacity or until such time as an administrator or other representative shall have been appointed to act in the affairs of the party seeking to enforce the grievance. There shall be no such extension in the event the physical or mental incapacity has not been confirmed by medical opinion and has not been noticed within the initial requisite time period.

In the event the individual(s) to act as a Committee Representative or to determine the grievance is incapacitated or absent, a designee shall be appointed by the Council Chairman of the Department or, if there be no Council Chairman of the Department or if the Council Chairman of the Department is the individual incapacitated, then a designee shall be determined by the Mayor of the City of Northfield. The time within which to resolve the grievance shall be extended for such time as is necessary to appoint a designee.

ARTICLE THREE

Employment Representation

The Union must notify the City as to the names of stewards and accredited representatives. Not more than one (1) steward and alternate shall be designated. Representatives of the Union who are not employees of the City shall be permitted to visit with employees during working hours at their work stations, provided such visits do not interfere with normal operations or work of the employee(s) and only with the permission of the Officer on duty and in charge, for the purpose of discussing the Union's representation, administration and enforcement of this Agreement.

ARTICLE FOUR

Non-Discrimination

The City and the Union both agree that there will be no discrimination by reason of sex, creed, race, or national origin as far as employment is concerned or as far as any opportunities for improvement or jobs, or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against employees because of membership in or activities on behalf of the Union, nor will the City encourage membership in any other association or union or do anything to interfere with the representation the Union as the majority representative and the exclusive bargaining agent for all the uniformed paid fire fighters with the exception of the Assistant Chief (Paid).

ARTICLE FIVE

Bulletin Boards

The City shall allow the use of the bulletin boards located in the Fire Department by the Union for the posting of notices concerning lawful Union information, business and activities.

ARTICLE SIX

Management's Rights

The City retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, and as may hereafter be conferred by the Laws of the State of New Jersey and the United States, including, by way of illustration, but not by way of limitation, the following rights:

- (i) The executive management and administrative control of the City government, all of its properties and facilities, and the activities of its employees;
- (ii) Hiring and firing of all employees in accordance with the limitations of law;
- (iii) Appeals shall be subject to grievance procedures;
- (iv) Determination of qualifications for employment and conditions for continued employment or assignment;
- (v) To promote, transfer, demote or terminate employees;
- (vi) To lay off and/or to discontinue jobs;
- (vii) To maintain efficiency of its operations;
- (viii) To determine the methods, means, processes and personnel by which its operations are to be conducted;
- (ix) To make rules and regulations governing conduct and safety;
- (x) To schedule hours of work;
- (xi) To establish pay periods through ordinance;

(xii) To take all disciplinary action inclusive of but not limited to suspension or discharge;

(xiii) To take all necessary action to provide necessary service to the public during emergencies and emergency situations;

(xiv) To exercise complete control and discretion over the organization of the City, its departments and employees and the technology of performing the work of the City and departments.

The exercise of any power, right, authority or responsibility of the City, regardless of whether specifically hereinbefore enumerated and the adoption of policies, rules, regulations and practices in the implementation thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express written terms of this Agreement and conformity with the Constitution and Laws of the State of New Jersey and of the United States.

The Parties agree that the Assistant Chief (paid) and other officers shall exercise their supervisory duties faithfully, irrespective of the fact that they have or may have maintained affiliation in the Union.

ARTICLE SEVEN

Holidays

A. All employees covered herein shall receive a total of fourteen (14) holidays. Twelve (12) holidays shall be paid at the rate of straight time at the daily rate established elsewhere in this Agreement. Two (2) holidays will be credited for use as compensatory time off on day shifts only.

B. Any employee working less than a full year shall receive a pro-rata share of the holidays.

ARTICLE EIGHT

Leaves

A. Sick Leave

A.1 All permanent full-time employees covered by this Agreement shall, after one year of continuous service with the City, be paid wages at the regular rate of pay while absent from their employment because of illness up to a maximum of fifteen (15) days during a calendar year. In the event that the first anniversary of employment falls on other than the first day of a calendar year, the number of sick days during the calendar year in which the anniversary date falls shall be prorated by dividing fifteen by the number of months between the month of the anniversary date and the month of December. That shall be the maximum number of compensable sick days to which the employee shall be entitled during that calendar year.

A.2 An employee who shall be absent on sick leave for three (3) or more consecutive work days shall be required to submit acceptable medical evidence substantiating the illness for himself or an immediate family member. The City may require proof of illness of an employee on sick leave notwithstanding the limitation in the preceding sentence, whenever it is reasonably suspected that the employee is abusing sick leave. Abuse of sick leave shall be cause for disciplinary action. The medical evidence shall indicate the nature of the illness, the extent to which it incapacitates the employee, the diagnosis and the prognosis for recovery, all in the form of a physician's certification. In the event of any questions concerning the above entitlement, the City may require the employee to be examined by the City's physician, at the City's expense.

A.3 Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. Payment of accumulated sick leave upon termination or retirement shall be subject to the applicable ordinances of the City of Northfield as shall then be in effect. Under no circumstances shall an employee who is terminated or resigns receive compensation for in excess of ~~Sixty (60)~~ ^{Sixty Five (65)} accumulated sick days. Payment for up to the maximum of the ~~Sixty~~ ^{Sixty Five} accumulated days shall be made based upon the employee's base time rate of pay at which he retires.

A.4 Injury, illness or bodily harm arising out of and in the course of employee's employment with the City shall be treated in accordance with the provisions of the Workers Compensation Statute of the State of New Jersey (Title 15 of the New Jersey Statutes). Where an employee covered under this Agreement suffers a work connected injury or disability, the employer shall continue such employee at full pay, during the continuance of such employee's inability to work for up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the employer.

A.5 Any employee who shall be absent from his employment for reasons of illness shall notify or shall have employee's supervisor notified prior to the employee's starting time. Failure to do so shall be a basis for disciplinary action. Any absence without notice for three (3) consecutive days shall constitute a resignation by the employee and shall be so treated by the City.

A.6 Where practicable, an employee returning to employment from sick leave shall exercise reasonable best efforts to notify the City of his

intended return at least four (4) hours in advance of the scheduled commencement of his shift.

A.7 In the event an employee shall be caused to take sick leave as a result of exposure to a contagious disease, a certificate from the Department of Health shall be required prior to the employee's return to employment with the City.

A.8 Prior to return to employment, the City shall have the right to require an employee who has been absent because of personal illness, whether or not job related, to be examined at the expense of the City, by a physician designated by the City, as a precondition to the employee's return to duty. Such examination shall be for the purpose of determining whether the employee is capable of performing his normal duty and that his return will not jeopardize the health and welfare of the employee or that of any other employee or the public generally.

A.9 All personnel shall be provided annually with notice of the amount of their accumulated sick leave.

B. Funeral Leave

B.1 A special leave of absence with pay to a maximum of four (4) days shall be granted to any member of the department in the case of a death within his immediate family. The term "Immediate Family" shall include father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, and foster child and step-child of an employee, and relatives residing within his household. The special leave period shall commence immediately following the death of such person, and is for the sole purpose of arranging and attending funeral services; such special leave may be extended with or without pay at the discretion of the Chairman of the Fire Committee. The

above shall not constitute sick leave and shall not be deducted from annual leave. In addition, one (1) day shall be granted for the death of any other relative and shall be charged to accumulated leave.

B.2 Any compensable funeral leave as provided herein, shall not constitute "sick leave" and shall not be deducted from annual sick leave.

C. Union Business Leave

C.1 Executive delegates and the President of the Union shall be granted leave from duty, without loss of pay, for all meetings of the Union's State Association, provided the delegates give not less than five (5) days advance notice to the Assistant Chief (paid) in order to permit the Assistant Chief (paid) to secure a replacement fire fighter to work in the delegate's place.

C.2 Time off, without loss of pay, shall be granted at regular rates of pay or through compensatory time off, for attendance at meetings held in accordance with grievance procedures as outlined in this Agreement or for attendance of any meetings for any purpose called at the request of the City.

D. Miscellaneous

D.1 Time off from work without loss of pay shall be granted to any employee at regular pay for appearing in Court as a witness in cases where the City is involved.

D.2 Any time off without pay pursuant to the sections of this Article shall be through paid compensation or through compensable time, at the option of the City.

E. Limitations on Leaves

No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one (1) year. Any Employee absent in excess of that

time shall be automatically separated from the department on the first anniversary date from the date such absence began. Such Employee shall be notified by certified mail at least fourteen (14) days prior to such termination, and shall be entitled to all separation compensation lawfully due to him. All leaves must be approved by the Chief of Police and, except for sick leave and funeral leave, must also be approved by the Mayor and an affirmative majority vote of the City Council.

ARTICLE NINE

Vacations

9.1 For the purpose of this Article, the term "continuous service" shall mean the aggregate of the time during which an employee actually worked for the City and received wages for his services commencing from the time an employee is first employed by the City or in the event of interruption in continuous service, from the date the employee is re-employed after the interruption of continuous service. In the event an employee's prior service with the City shall have been in a different position or department, the employee shall receive credit in the calculation for the time previously served as long as there has been no interruption of employment.

9.2 An employee who has been continuously in the service of the City for:

- (i) Beginning of second through end of the fifth year (both inclusive) shall be entitled to 1.0 days per month;
- (ii) Beginning of sixth through end of the tenth year (both inclusive) shall be entitled to 1.25 days per month;
- (iii) Beginning of eleventh through end of fifteenth year (both inclusive) shall be entitled to 1.5 days per month;
- (iv) Beginning of sixteenth through end of nineteenth year (both inclusive) shall be entitled to 1.75 days per month;
- (v) Beginning of twentieth through end of twenty-fifth year (both inclusive) shall be entitled to 2.0 days per month;
- (vi) Beginning of twenty-sixth year and each year thereafter shall be entitled to 2.166 days per month.

Vacation scheduling shall be arranged in a manner satisfying the request of employees whenever possible and practicable so long as the requests are received by the City within sixty (60) days in advance to allow the City time to adequately provide and plan for same and provided further, however, that requests of those employees with greater seniority shall be honored over requests of employees of less seniority and provided further that between employees of like seniority the requests shall be honored according to the chronological order of receipt of same by the City. No carry-over vacation may be allowed except as provided in the applicable ordinance of the City of Northfield. All vacation shall otherwise be taken during the calendar year.

9.3 No employee shall be eligible to receive any vacation benefits under this Article if he resigns from the employment of the City or if he is discharged prior to completion of one continuous year of employment with the City and no employee shall be authorized to take vacation during the first year of continuous service with the City.

In each year after the first complete year of continuous employment with the City, in the event an employee shall be discharged or resign prior to completion of the next continuous year of service, the employee shall be paid for earned but unused vacation days on a prorated basis. For example, in the event an employee is terminated or resigns in the fourth year of his employment, and assuming the employee has been paid twelve (12) days vacation pay during his second and third years of employment and has been paid no vacation pay in the fourth year of his employment, and assuming the employee has resigned or is terminated in the sixth month of his fourth year of continuous employment, the employee would be entitled to receive six (6) working days vacation.

10.5 (a) Overtime, as used in this Agreement, shall be defined as hours worked in excess of those established by the regular duty schedule or as the duty schedule may have been revised or amended. No employee shall receive overtime compensation unless they shall have worked all hours of the regular duty schedule.

(b) Overtime pay shall be computed by dividing the annual base salary by 2080 hours to establish a base hourly rate. The base hourly rate shall be paid at time and one-half for all authorized overtime hours worked. Additional overtime hours may, at the discretion of the City and in agreement with the employee, be paid through use of compensatory time off within the guidelines of the Federal Fair Labor Standards Act.

(c) All employees covered by this Agreement responding to "28W Working Fires" while off duty will be paid a minimum of one (1) hour overtime to a maximum of the hours actually worked under the direction and at the request of the Assistant Chief (paid) or the Supervisor in charge of the "28W Working Fire."

9/
200

years continuous service (both inclusive)

3.5% of "base straight time pay"

Completion of fourteen (14) years continuous service through completion of seventeen (17) years continuous service (both inclusive)

4.0% of "base straight time pay"

Completion of eighteen (18) years continuous service through completion of twenty-one (21) years continuous service (both inclusive)

5.0% of "base straight time pay"

Completion of twenty-one (21) years continuous service and each complete year of service thereafter.

6.0% of "base straight time pay"

In the event of termination prior to completion of two (2) years of service, the employee shall not be entitled to any longevity payment. In the event of termination after completion of the second year of service, the employees entitlement to longevity payment for the year of termination or resignation shall be pro rated for the number of months from the anniversary date to date of termination or resignation.

In the event that the employee's second anniversary date falls between the last pay date in November and December 31, the employee shall not receive any longevity payment within that calendar year. Where an employee's anniversary date falls between the last pay date in November and December 31, in a transitional year where the longevity pay rate would change, the employee will receive the higher longevity rate in the subsequent calendar year, but will receive the lower longevity pay rate in the calendar year in which the anniversary date shall fall.

the amount of the credit charges paid to the two or four year college and/or a fully accredited fire institution at which the course was taken. This shall be the extent of the educational incentive payment to be made by the City. No educational incentive payment shall be made unless each of the conditions specified within this section shall have been met by the employee.

Reimbursement by the employee shall be subject to availability of funds within the City Treasury and certification from the City Treasurer as to the availability of the funds. In each instance the credit cost of the course; the description and the purpose for which it is being taken as well as the basis that it is fire related shall be submitted to the Assistant Chief (paid) in advance in order to permit the Assistant Chief (paid) to make his determination as to approval or disapproval.

10.4 Longevity Pay. Each employee covered by this Agreement shall be paid annually a longevity payment according to the following schedule, which shall be paid in addition to the employee's annual salary. The longevity pay shall be calculated upon the employee's base straight time pay and shall be payable annually on the last payday in November. The eligibility for length of service for receipt of longevity pay shall be calculated using the anniversary date of employment.

Completion of two (2) years continuous
service through completion of five (5)
years continuous service
(both inclusive) \$75.00 annually

Completion of six (6) years continuous
service through completion of nine (9)
years continuous service (both inclusive)

2.5% of "base straight time pay"

Completion of ten (10) years continuous
service through completion of thirteen (13)

ARTICLE TEN

Salaries, Longevity and Overtime.

10.1 Salaries

	1989	1990	1991-1992
Starting Salary	\$17,611.00	\$18,668.00	\$19,694.74-8207
After one continuous year	20,619.00	21,856.00	\$23,058.08-2432
After two continuous years	23,309.00	24,707.00	\$26,065.8
After three continuous years	26,317.00	27,896.00	29,848.72-31,632
After four continuous years	27,895.00	29,569.00	\$31,753.00-32,911.0
Senior Pump Operator (S.P.O.)			
Captain	29,699.00	31,481.00	\$33,212.46-35,039.1

**NOTE: First year 7% increase
Second year 6% increase

10.2 The annual base salary shall be divided into twenty-six (26) equal installments which shall constitute the base bi-weekly rate. The bi-weekly rate shall be divided by ten (10) to establish the daily rate of pay. Overtime and regular pay shall be paid every two (2) weeks.

10.3 Education Incentives - Employees currently receiving college degree incentive payments in the amount of SIX HUNDRED FORTY DOLLARS (\$640.00) annually shall continue to receive said money. No employee covered by this Agreement who shall hereafter obtain a college degree shall be paid any incentive.

Any employee who, with the written permission of the Assistant Chief (paid) attends any fire related course approved in advance by the Assistant Chief (paid) and who shall complete the course and receive a course grade of "C" or better shall be entitled to be reimbursed from the City for

ARTICLE TWELVE

ing Allowance

Each member of the bargaining unit shall be granted a clothing allowance of a maximum of TWO HUNDRED FIFTY DOLLARS (\$250.00). Reimbursement shall be made to the employee up to this maximum amount upon presentation by the employee of a paid receipt for any of the items listed below:

White long sleeve shirt	Black sweater
Blue long sleeve shirt	Arm patches
White short sleeve shirt	Badge (Hat)
Blue short sleeve shirt	Badge (Breast)
Blue trousers	Name plate
Dress Jacket	Pin (rank)
Dress trousers	Black shoes
Knitted cap	Work Jacket
Blue hooded sweat shirt	Work socks

This section is not to be construed in such a way as to relieve the City of its obligation to furnish firefighters with appropriate uniforms and/or equipment or to replace appropriate uniforms and/or equipment when damaged in the line of duty.

ARTICLE THIRTEEN

Hospitalization Insurance

1. (a) Subject to the provisions of this Paragraph, the City agrees to provide Blue Cross/Blue Shield Medical Insurance as well as Major Medical Insurance for all Employees covered by this Agreement, at the City's expense.

(b) Should any employee covered under this Agreement choose to be covered by a Health Maintenance Organization (herein referred to as "HMO"), the City agrees to pay the Blue Cross/Blue Shield rate plus Twenty-nine Dollars (\$29.00) during the course of the calendar year. Any additional cost will be paid by the employee through either a payroll deduction or a direct payment to the Treasurer.

(c) The additional cost for HMO coverage to the employees covered under this Agreement has been certified for the calendar year 1989.

These costs are:

Single person coverage:	None
Husband/Wife coverage:	None
Family coverage:	\$ 6.64 for the year
Parent/Child coverage:	\$49.00 for the year

(d) The additional costs for 1990 and 1991 may be changed contingent upon the Blue Cross/Blue Shield and HMO costs for the two (2) respective years. The costs for these years will be certified by the Treasurer.

(e) No Employee shall be entitled to a carry-over credit in the event the maximum obligation for payment by the City shall not be reached within any Calendar Year.

2. (a) Subject to the provisions of Subparagraph (b) Employees shall continue to be provided with prescription, eye and dental programs which shall be either the Atlantic County Plan, or comparable.

(b) Notwithstanding anything to the contrary contained within this Agreement, upon the Effective Date of this Agreement, and thereafter, the prescription, eye and dental program provided for the Employees by the City shall be subject to a maximum aggregate payment by the City of \$1,000.00 per person for all such coverages and \$2,000.00 per family for all such coverages for each calendar year. For any expenditure in excess of those dollar amount limitations, the responsibility of the City shall be limited to a 50% co-payment. The first 50% of each dollar in excess of the aggregate limits shall become the responsibility of the Employee.

(c) In addition to the limitation set forth in Subparagraph (b), upon the Effective Date of this Agreement the co-payment obligation of the Employee for all prescription drugs shall be as follows:

(i) Employee shall be responsible to pay the first Five Dollars (\$5.00) for each non-generic drug prescription (except in those limited circumstances where the Employee can supply a certification from the Employee's physician that no generic alternative is available, in which event the "generic" co-payment provision shall apply); or

(ii) Employee shall be required to pay the first Three Dollars (\$3.00) for each generic prescription; and

(iii) The obligation of the City shall be to pay the remainder of such prescription up to the maximum payment set forth within Subparagraph (b).

ARTICLE FOURTEEN

Vacancies and Promotions

All vacancies and/or promotions shall be made at the discretion of the governing body of the City of Northfield in accordance with any rules and regulations as may from time to time be promulgated. All appointments and promotions shall, however, be made in accordance with the applicable provisions of Title 40A of the New Jersey Statute as applicable to the Municipality of the City of Northfield.

ARTICLE FIFTEEN

Clause

If any provision of this Agreement, or the application of a provision, is rendered or declared invalid by any court of competent jurisdiction or by reason of any subsequently enacted legislation which, by its terms, does not permit the provision to continue in full force and effect, the remaining parts or portions of this Agreement shall remain in full force and

In the event that a clause is declared to be illegal, invalid or null and void, then the Parties shall meet immediately to attempt to negotiate a replacement clause in its place.

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ARTICLE SEVENTEEN

Exchange of Shifts

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, and provided that approval of the Assistant Chief (paid) or his designee is obtained. No such request shall be honored unless made not less than three (3) days prior to the date of the proposed exchange.

Under an emergency situation, the Assistant Chief (paid) and/or the "Watch Officer" may waive the three (3) days notification for the exchange of shifts.

ARTICLE EIGHTEEN

Out-of-Title Work

Any person covered by this Agreement who is required in writing by the Department Head to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at the rate for that position or rank while so acting, after fifteen (15) consecutive days in such service.

ARTICLE NINETEEN

Hours of Work

A. . . The Fire Line Captain shall work five (5) days a week, during the day time, Monday to Friday; his hours worked per week will be forty (40) hours. All additional hours of work will be at his hourly rate of pay at time and one-half (1 1/2) for overtime (with the exception of the ^{OUT} monthly drill.)

B. All employees covered by this Agreement shall work an average of forty-two (42) hours a week on a schedule established in the best interest of the City of Northfield.

The Union shall have the right to have input to the Commissioner of Fire regarding its view on the best interests of the City of Northfield.

ARTICLE TWENTY

Department Orders

Written orders for all department policies and order changes will be in writing with the exception of:

- (a) Emergency Situations
- (b) Basic Station Orders
- (c) Training Sessions

ARTICLE TWENTY-ONE

Negotiation of Successor Agreement

21.1 The City and the Association agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission (PERC). At that time, the Association agrees to present to the City its proposals for modifications to be included in the successor Agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each party, and reflect the complete and final understanding on all bargainable issues which were, or could have been brought to the bargaining table. Such Agreement shall apply to all members of the negotiating unit, shall be reduced to writing, and after ratification by the City, signed by all parties.

21.2 Neither party in any negotiations shall have control over the selection of negotiation representatives of the other. The Parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiation, consistent with their status as representatives of their principals.

21.3 During its term, this Agreement shall not be modified in whole or in part by the Parties except by mutual agreement to reopen for negotiations, and provided that a written amendment is duly executed by both Parties.

21.4 This Agreement incorporates the entire understanding of the Parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be

required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the Parties at the time they negotiated or executed this Agreement.

ARTICLE TWENTY-TWO

Probationary Employees

A. An employee will be considered a probationary employee until he has completed three (3) months of service following his completion of Fire Training. During such period, the employee may be terminated at the discretion of the City.

B. The City will make every effort to place new appointees into the Fire Training School as soon as possible after their employment.

ARTICLE TWENTY-THREE

Gender

When used herein the singular shall be deemed to include the plural where interpretation warrants, and the masculine gender shall be deemed to include the feminine gender, and vice-versa.

ARTICLE TWENTY-FOUR

Headings

Headings contained within this Agreement are intended to be for ease of identification and for identification purposes only and shall not be construed as being material to the interpretation of this Agreement.

ARTICLE TWENTY-FIVE

Entire Agreement

This Agreement shall not be modified in whole or in part by the Parties, except by mutual agreement to reopen for negotiations, and provided that a written amendment is duly executed by both Parties.

ARTICLE TWENTY-SIX

Duration of Agreement

This Agreement shall be effective as of this _____ day of _____, 1989 and shall remain in full force and effect until the 31st day of December, 19____. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date, that it desires to modify or amend this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective until a successor Agreement can be signed.

ARTICLE TWENTY-SEVEN

Law

the Agreement shall be governed and construed by the laws of the State of New Jersey.

ARTICLE TWENTY-EIGHT

Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

ARTICLE TWENTY-NINE

Retroactive Application of Agreement

Any amounts which may be payable by the City due to the retroactive application of this Agreement shall be paid within a reasonable time period after the execution of this Agreement, without interest.

ARTICLE THIRTY

Commencement Date and Duration of Agreement

This Agreement, sometimes herein referred to as Contract, shall be in full force and effect as of January 1, 1989 (the "Commencement Date") and shall remain in effect to and including December 31, 1990, without any reopening date.

Mayor Philip Munafo

Fire Commissioner Richard Gerber

Assistant Fire Commissioner
Erland Chau

Carol A. Raph, City Clerk

STATE OF NEW JERSEY :
 : SS
COUNTY OF ATLANTIC :

BE IT REMEMBERED that on _____, 1989, before me
a subscriber, personally appeared CAROL A. RAPH, who, being by me duly sworn
her oath, deposes and makes proof to my satisfaction, that she is the City
Clerk of the CITY OF NORTHFIELD, the municipal corporation named in the within
instrument; that PHILIP MUNAFO is the Mayor of said municipal corporation;
that at the execution, as well as the making of this instrument, has been duly
authorized by a proper resolution of the City Council of the said municipal
corporation; that deponent well knows the corporate seal of said municipal
corporation; and that the seal affixed to said instrument is the proper
corporate seal and was thereto affixed and said instrument signed and
delivered by said PHILIP MUNAFO as and for the voluntary act and deed of said
municipal corporation, in the presence of deponent, who thereupon subscribed
his name thereto as attesting witness.

Notary Public of New Jersey

STATE OF NEW JERSEY :
 : SS
COUNTY OF ATLANTIC :

BE IT REMEMBERED that on _____, 1989, before me
a subscriber, personally appeared _____, who,
by me duly sworn on his/her oath, deposes and makes proof to my
satisfaction, that he/she is the Shop Steward of the Northfield Professional
Fighter Association, Local Union #2364, the not-for-profit corporation
named in the within instrument; that _____ is
the President of said not-for-profit corporation; that the execution, as well as
the making of this instrument, has been duly authorized by a proper resolution
of said not-for-profit corporation; that deponent well knows the corporate
seal of said not-for-profit corporation; and that the seal affixed to said
instrument is the proper corporate seal and was thereto affixed and said
instrument signed and delivered by said President as and for the voluntary act
and deed of said not-for-profit corporation, in presence of deponent, who
thereupon subscribed his name thereto as attesting witness.

Notary Public of New Jersey

To: Mike Silipigni, Fire Chairman
Rich Gerber, Asst. Fire Chairman

From: Leon Delcher, President IAFF Local 2364

Sub.: Contract for years 1995 & 1996

The Union will agree to the following terms as a total settlement package, on the out standing issues.

1. 2.5% increase in all Base Salary Grades for the first six months 1995. 2.5 % increase in all Base Salary Grades for the second six months of 1995.

2.0% increase in all Base Salary Grades for the first six months 1996. 2.5 % increase in all Base Salary Grades for the second six months of 1996.

2. EMT incentive pay 1995 \$1,750.00 dollars.
EMT incentive pay 1996 \$2,000.00 dollars.
3. Increase longevity additional 2% the year before your retirement.
4. All employees covered by this agreement shall have the option not to use up to five (5) vacation days per calendar year to which they are entitled with the agreement that the city "buy back" those days at the employees daily rate of pay. Employee shall notify the Asst. Chief of Fire Department, in writing , of his intention by November 15th. It is further agreed that the vacation "buy back" shall be paid in one lump sum to the employee, to be paid on the first pay date of December.

City requested contract changes.

1. All Employees Hired After 12/31/94 will not receive Dental, Optical, Prescription coverage as a benefit after retirement.
2. All Employees Hired after the signing of this contract will not be entitled to Longevity.